

DECLARATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below beneath my name,

I believe I am the original, first, and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Spatial Light Modulator

the specification of which (*check one*):

(X) is attached hereto

() was filed on _____ as Application Serial No. _____.

and was amended on _____ (*if applicable*);

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendments referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, S.1.56(a).

I hereby claim the benefit under Title 35, United States Code, S.120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code S.112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations S.1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

| (Application Serial No.) | (Filing Date) | (Status: Patented, Pending, Abandoned) |
|--------------------------|------------------|--|
| 10/689719 | October 22, 2003 | Pending |
| 09/816751 | March 26, 2001 | Pending |

SEND CORRESPONDENCE TO:

Attention: Owen Cramer

Creo Inc.

3700 Gilmore Way

Burnaby, British Columbia CANADA

V5G 4M1

DIRECT TELEPHONE CALLS TO: **Owen Cramer 604-451-2700**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or

both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Sole or First Inventor

Full Name: Glen Arthur Fitzpatrick

Signature: _____

Date: _____

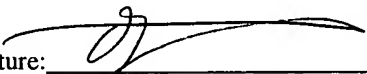
Citizenship: Canadian

Residence Address: 10045- 87 Avenue, Edmonton, Alberta, Canada T6E 2P1

Post Office Address: same as above

Joint Inventor

Full Name: Daniel Gelbart

Signature:  _____

Date: December 3, 2003

Citizenship: Canadian

Residence Address: 4706 Drummond Drive, Vancouver, BC, Canada V6T 1B4

Post Office Address: same as above

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both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Sole or First Inventor

Full Name: Glen Arthur Fitzpatrick

Signature: _____

Date: DEC 9, 2003

Citizenship: Canadian

Residence Address: 10045- 87 Avenue, Edmonton, Alberta, Canada T6E 2P1

Post Office Address: same as above

Joint Inventor

Full Name: Daniel Gelbart

Signature: _____

Date: _____

Citizenship: Canadian

Residence Address: 4706 Drummond Drive, Vancouver, BC, Canada V6T 1B4

Post Office Address: same as above

ASSIGNMENT

WHEREAS WE,

- 1 **FITZPATRICK, Glen Arthur**
10045- 87 Avenue,
Edmonton, Alberta,
Canada T6E 2P1

- 2 **GELBART, Daniel**
4706 Drummond Drive,
Vancouver, BC,
Canada V6T 1B4

(collectively, the "Assignors"), whose full post office addresses are as set out above, are the inventors of certain inventions or improvements described and claimed in the attached application and entitled:

SPATIAL LIGHT MODULATOR

AND WHEREAS, the Assignors made the inventions and improvements within the scope of their duties as employees of **CREO INC.**, ("Assignee") whose full post office address is 3700 Gilmore Way, Burnaby, British Columbia, V5G 4M1, Canada;

AND WHEREAS, the parties wish to confirm Assignee's ownership of the inventions and improvements and the said application, and all Letters Patent which may be granted on or as a result thereof in all countries;

NOW THEREFORE, in consideration good and valuable consideration which has been paid by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

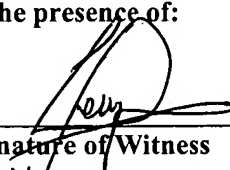
AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said

Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at EDMONTON, ALBERTA, CANADA this 4th day of
DECEMBER, 2003. (city) (province/state) (country) (date)
(month)

SIGNED, SEALED & DELIVERED)
by GLEN ARTHUR FITZPATRICK)
in the presence of:)



Signature of Witness)

YAN LOKE

Print Witness's Name)

820 HALIBURTON CT

EDMONTON, AB)

T6R 3E8

Print Witness's Address)

VP ENGINEERING

Print Witness's Occupation)



GLEN ARTHUR FITZPATRICK

EXECUTED at Burnaby, B.C., Canada this 3rd day of
December, 2003. (city) (province/state) (country) (date)
(month)

SIGNED, SEALED & DELIVERED)
by DAN GELBART)
in the presence of:)
)

Hazel Maxwell)
Signature of Witness)


DAN GELBART

Hazel Maxwell)
Print Witness's Name)

656 East 30th Ave)
Vancouver, BC)
Canada V5V 2V6)
Print Witness's Address)

IP Assistant)
Print Witness's Occupation)

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: FITZPATRICK, Glen Arthur & GELBART, Daniel

Application No./Patent No.: _____ Filed/Issue Date: _____

Entitled: Spatial Light ModulatorCreo Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____%

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

December 8 / 03
Date

Amos Michelson
Typed or printed name
Amos Michelson
Signature

Authorized Signatory

Title

ASSIGNMENT

WHEREAS WE,

- 1 **FITZPATRICK, Glen Arthur**
10045- 87 Avenue,
Edmonton, Alberta,
Canada T6E 2P1

- 2 **GELBART, Daniel**
4706 Drummond Drive,
Vancouver, BC,
Canada V6T 1B4

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AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said

Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at EDMONTON, ALBERTA, CANADA this 4th day of
DECEMBER, 2003. (city) (province/state) (country) (date)
(month)

SIGNED, SEALED & DELIVERED
by GLEN ARTHUR FITZPATRICK
in the presence of:



Signature of Witness

YAN LOKE

Print Witness's Name

820 HALIBURTON CT

Print Witness's Address

EDMONTON, AB

Print Witness's Address

T6R 3E8

Print Witness's Address

Print Witness's Address

VP ENGINEERING

Print Witness's Occupation

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DAN GELBART

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Print Witness's Name)

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Vancouver BC)
Canada V5V 2V6)
Print Witness's Address)

IP Assistant)
Print Witness's Occupation)